

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WEIMIN CHEN,
for Himself, as a Private Attorney
General, and/or On Behalf Of All
Others Similarly Situated,

Plaintiff,

v.

LAMPS PLUS, INC.,
and DOES 1-20, inclusive,

Defendants.

No. 2:19-cv-00119-MJP

**ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION**

1 On February 25th, 2020, this Court heard Plaintiff Weimin Chen’s motion for preliminary
2 approval of class settlement and provisional class certification under Rule 23 of the Federal Rules
3 of Civil Procedure. This Court reviewed the motion, including the Settlement Agreement and
4 Release (“Settlement Agreement”). Based on this review and the findings below, the Court finds
5 good cause to grant the motion.¹

6 **FINDINGS:**

7 **1.** The Settlement Agreement appears to be the product of serious, informed, non-
8 collusive negotiations with defendant Lamps Plus, Inc. and falls within the range of possible
9 approval as fair, reasonable and adequate. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d
10 1078, 1079 (N.D. Cal. 2007) (granting preliminary approval where the settlement “appears to be
11 the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does
12 not improperly grant preferential treatment to class representatives or segments of the class, and
13 falls within the range of possible approval”).

14 **2.** The Full Notice, Email Notice, Mail Notice, and Claim Forms (attached to the
15 Settlement Agreement), and their manner of transmission, comply with Rule 23 and due process
16 because the notices and forms are reasonably calculated to adequately apprise Class Members of
17 (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to
18 either participate in the settlement, exclude themselves from the settlement, or object to the
19 settlement.

20 **3.** For settlement purposes only, the Class is so numerous that joinder of all Class
21 Members is impracticable.

22 **4.** For settlement purposes only, Plaintiff’s claims are typical of the Class’s claims.

23 **5.** For settlement purposes only, there are questions of law and fact common to the
24 Class, which predominate over any questions affecting only individual Class Members.

25 **6.** For settlement purposes only, Class Certification is superior to other available
26 methods for the fair and efficient adjudication of the controversy.

27
28 ¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those
terms in the Settlement Agreement.

1 7. Lamps Plus filed a copy of the notice it gave on [Month] [Date], 2019 pursuant to
2 28 U.S.C. § 1715(b) and the notice complies with the requirements of 28 U.S.C. § 1715(b).

3 **IT IS ORDERED THAT:**

4 1. **Settlement Approval.** The Settlement Agreement, including the Full Notice,
5 Email Notice, Mail Notice, and Claim Forms, attached to the Settlement Agreement as Exhibits
6 B-F are preliminarily approved.

7 2. **Provisional Certification.** The Class is provisionally certified as: All Lamps
8 Plus customers who purchased in the State of Washington from a Lamps Plus retail store or the
9 Lamps Plus website from January 4, 2015, through the date of preliminary approval, one or more
10 Lamps Plus branded, trademarked or otherwise proprietary merchandise which Lamps Plus
11 advertised with a “Compare” or “Compare At” reference price. Excluded from the Class are
12 Lamps Plus’s Counsel, Lamps Plus’s officers, directors and employees, and the judge presiding
13 over the Action.

14 3. **Provision of Class Notice.** Lamps Plus will notify Class Members of the
15 Settlement in the manner specified under Section 2.3.2 of the Settlement Agreement.

16 4. **Conditional Appointment of Class Representative and Class Counsel.**
17 Plaintiff Weimin Chen is conditionally certified as the Class Representative to implement the
18 Parties’ settlement in accordance with the Settlement Agreement. The law firm of Hattis &
19 Lukacs is conditionally appointed as Class Counsel. Plaintiff and Class Counsel must fairly and
20 adequately protect the Class’s interests.

21 5. **Claim for a Voucher or Settlement Check.** Class Members who want to receive
22 a Voucher or settlement check under the Settlement Agreement, must accurately complete and
23 deliver a Claim Form to the Claims Administrator, no later than ninety (90) days after Defendant,
24 through the Claims Administrator first issues Notice to the Class.

25 6. **Objection to Settlement.** Class Members who have not submitted a timely
26 written exclusion request pursuant to Paragraph 8 below and who want to object to the Settlement
27 Agreement must deliver written objections to the Claims Administrator no later than May 25,
28 2020. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as

1 evidenced by the postmark. The objection must include: **(1)** the name and case number of the
2 Action; **(2)** the Class Member's full name, address, and telephone number; **(3)** the words "Notice
3 of Objection" or "Formal Objection"; **(4)** in clear and concise terms, the legal and factual
4 arguments supporting the objection; **(5)** facts supporting the person's status as a Class Member
5 (e.g., the date and location of his/her relevant purchases and description of the item(s) purchased);
6 and **(6)** the Class Member's signature and the date. Any Class Member who submits a written
7 objection, as described in this section, has the option to appear at the Fairness Hearing, either in
8 person or through personal counsel hired at the Class Member's expense, to object to the fairness,
9 reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the
10 award of attorneys' fees. Class Members, or their attorneys, intending to make an appearance at
11 the Fairness Hearing, however, must include on a timely and valid objection a statement
12 substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends
13 to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s)
14 representing the objector who will appear at the Fairness Hearing and include the attorney(s)
15 name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted.
16 If the objecting Class Member intends to request the Court allow the Class Member to call
17 witnesses at the Fairness Hearing, such request must be made in the Class Member's written
18 objection, which must also contain a list of any such witnesses and a summary of each witness's
19 expected testimony. Only Class Members who submit timely objections containing Notices of
20 Intention to Appear may speak at the Fairness Hearing.

21 **7. Failure to Object to Settlement.** Class Members who fail to object to the
22 Settlement Agreement in the manner specified above will: (1) be deemed to have waived their
23 right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a
24 subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement;
25 and (3) not be entitled to speak at the Fairness Hearing.

26 **8. Requesting Exclusion.** Class Members who want to be excluded from the
27 Settlement must send a signed letter or postcard to the Claims Administrator stating: (a) the name
28 and case number of the Action; (b) the full name, address, and telephone number of the person

1 requesting exclusion; and (c) a statement that the person does not wish to participate in the
2 Settlement, postmarked no later than May 25, 2020.

3 **9. Termination.** If the Settlement Agreement terminates for any reason, the
4 following will occur: (a) Class Certification will be automatically vacated; (b) Plaintiff will stop
5 functioning as Class Representative; (c) Class Counsel will stop functioning as Class Counsel;
6 and (d) this Action will revert to its previous status in all respects as it existed immediately before
7 the Parties executed the Settlement Agreement. This Order will not waive or otherwise impact
8 the Parties' rights or arguments.

9 **10. No Admissions.** Nothing in this Order is, or may be construed as, an admission
10 or concession on any point of fact or law by or against any Party.

11 **11. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and
12 deadlines, are stayed and suspended until further notice from the Court, except for such actions
13 as are necessary to implement the Settlement Agreement and this Order.

14 **12. CAFA Notice.** The Court finds that Lamps Plus has complied with 28 U.S.C.
15 § 1715(b).

16 **13. Further Procedures.** Counsel for the Parties are hereby authorized to agree to
17 utilize all reasonable procedures in connection with the administration of the Settlement which
18 are not materially inconsistent with either this Order or the terms of the Agreement.

19 **14. Fairness Hearing.** On August 11, 2020, at 10 a.m., this Court will hold a Fairness
20 Hearing to determine whether the Settlement Agreement should be finally approved as fair,
21 reasonable, and adequate. Based on the date of this Order and the date of the Fairness Hearing,
22 the following are the certain associated dates in this Settlement:

Event	Timing
Notice Date [Last day for Defendant, through the Claims Administrator, to send initial Email Notice, Mail Notice, and start operating Settlement Website]	March 26, 2020
Last day for Plaintiff to file fee petition	April 27, 2020
Last day for Class Members to request exclusion or object to the Settlement	May 25, 2020
Last day for Parties to file briefs in support of the Final Order and Judgment	July 13, 2020
First day Final Fairness Hearing can be set	August 11, 2020 at 10 a.m.
Last day for Class Members to file a Claim to the Settlement	June 24, 2020

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but other than the website posting Lamps Plus will not be required to provide any additional notice to Class Members.

IT IS SO ORDERED.

DATED: February 25, 2020.



Marsha J. Pechman
United States District Judge